



RULES AND CONDITIONS

FOR

CONTRACTORS

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1. INTRODUCTION

This document is issued to contractors employed by British Gypsum Limited hereafter referred to as "the Company". It details minimum standards that are required from Contractors whilst complying with the terms and conditions of the Contract.

- 1.1. It is the duty of the Contractor to read and understand this document. It is expressly agreed and understood by the Contractor that the Contractor shall be directly liable to the Company for all acts and omissions of any Sub-Contractor or employee employed by the Contractor.
- 1.2. The Contractor will maintain full compliance with all relevant Statutory Provisions, Approved Codes of Practice, HSE Guidance Notes, British Standards and Company Safety Procedures which relate to their goods, work and/or services provided in relation to the Contract.
- 1.3. In cases where British Gypsum's requirements exceed any Statutory Provision, approved Code of Practice, HSE Guidance Note or British Standard, the former shall apply.
- 1.4. No contract goods, works and/or services either whole or part, can be sub-let by the Contractor without the prior written consent of the Works / Senior Manager or his/her duly authorised representative.
- 1.5. It is the responsibility of the Contractor to ensure that the details contained within this document, specific contractual conditions or specific workplace hazards and procedures, are brought to the attention of their Sub-Contractors, Agents or employees and that they comply with such details.
- 1.6. The Contractor's employees, agents or Sub-Contractors will maintain close liaison at all times with either the Works / Senior Manager or the Works / Senior Manager's authorised representative.
- 1.7. The names and locations of authorised Company representatives will be brought to the attention of the Contractor prior to commencement of the Contract and again during the site induction process.

2. CONTRACT CANCELLATION

The Company may terminate the Contract **with immediate** effect if the Contractor or any person for whom he is responsible including for the avoidance of doubt any Sub-Contractors engaged by the Contractor:

- 2.1. Fails to comply with Health and Safety legislation or site rules, or
- 2.2. Commits any act of gross misconduct or repeats or continues any other material breach of his obligations under the Contract, or
- 2.3. Is guilty of any conduct which in the reasonable opinion of the Company brings him, or the Company into disrepute, or
- 2.4. Commits any act of dishonesty relating to the Company, any of its employees or otherwise, or
- 2.5. Is, in the reasonable opinion of the Company, incompetent in the performance of his duties.
- 2.6. **Immediate dismissal** - Any individual contravening Health and Safety legislation or Site

Rules is liable to be dismissed from the Site without notice.

3. INFORMATION TO BE PROVIDED

Contractors will, unless otherwise agreed, provide the Company with such documentation or information as the Company shall require (including, but not limited to):

- 3.1. Their current Health and Safety Policy Document.
- 3.2. Formal written assessments i.e. Risk, Fire, COSHH, Noise, Manual Handling, etc.
- 3.3. Specific and detailed method statements.
- 3.4. Specific detailed safety plans.
- 3.5. The names and contact points of their competent person or body who advises them on Health and Safety matters.
- 3.6. Current Employers and Public Liability Insurance Certificates.
- 3.7. Applicable Certificates or Licenses or Competence or authority to operate.
- 3.8. Accident statistics.
- 3.9. Management systems and procedures.
- 3.10. Safety audits/review results.
- 3.11. Prosecutions and HSE Notices.
- 3.12. References

If the Contractor sub-lets all or any part of the Contract they will be responsible for collating and providing the Company with the above relating to their Sub-Contractors.

4. CO-OPERATION, COMMUNICATION AND CO-ORDINATION

- 4.1. The Contractor will maintain a proactive approach with any third party who may be affected by their work activities which will include appropriate co-operation, communication and co-ordination on all Health and Safety related issues.
- 4.2. If requested by the Company, the Contractor will attend pre-commencement and progress meetings to discuss any aspect of Health and Safety, which related to the Contract work.

5. TRAINING AND COMPETENCE

- 5.1. The Contractor warrants to the Company that the Works and/or services to be supplied under the Contract will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standards of quality as it is reasonable for the Company to expect in all the circumstances.
- 5.2. In accordance with applicable local regulations and any Statutory Provisions, it will be responsibility of the Contractor or Sub-Contractor to provide such information, instruction, training and supervision in pursuance of appropriate safe working practices which will minimise the risk of injury or damage to any third party who may be affected by their work activities to the lowest possible level.
- 5.3. The Company may require immediate confirmation at any time of any instruction and

training provided and where this is not available, the Company may in its discretion suspend work activities until it is confident that no breach of Statutory Provisions exists or will exist at sometime in the future.

- 5.4. Where the work involves the following activities evidence of training and competency will be required in the form of a written statement and/or statutory certification before work commences:
- 5.5. Scaffolding, Welding, Hot Work, Mobile Plant, Cranes, Mobile Platforms, Roof Work, Working at Heights, Electrical, Gas, Lifting Equipment, Asbestos.
- 5.6. Other work activities may also be included in the above list to cover any safety critical job at the discretion of the Company's representative.
- 5.7. If work activities are suspended due to lack of competent personnel available to the Contractor or the Sub-Contractor to carry out the works or services, resulting in the cessation of the work activities, the Company will not be liable for any associated costs.

6. SUPERVISION

- 6.1. Contractors will ensure that adequate and competent supervision is maintained throughout the duration of the Contract works. This requirement will extend to Sub-Contractors.
- 6.2. The Company will require the names of the nominated supervisor personnel who will be available for the duration of the contract works.
- 6.3. The nominated supervisory personnel will liaise directly with the Company's senior representative or other authorised person.

7. AGREEMENT OF SAFE WORKING PROCEDURES

- 7.1. The Contractor or Sub-Contractor will pursue all practical measures to ensure that any work activity or service provided on behalf of the Company does not place at risk any person's Health and Safety.
- 7.2. Agreement will be reached with the Company's local senior representative prior to the commencement of work activities or provision of a service.
- 7.3. Prior to commencement of work under any Contract, the Contractor or Sub-Contractors will confirm agreed safe working procedures in writing to the Company. This includes, where necessary, the implementation of Permit to Work procedures and "Method Statements" which detail the intended safe working procedures.
- 7.4. Company representatives and Contractors must ensure that **all** British Gypsum's plant, equipment, or other sources of energy or danger are isolated and locked off before work commences.
- 7.5. The Contractor is responsible for ensuring that any of his plant or equipment is suitably isolated and locked off before work commences.
- 7.6. The Company has stringent product quality procedures. The Contractor will undertake all works in the most effective manner to alleviate the risk of contamination of the product by any foreign body, i.e. dust, metal swarf, drill bits, etc.

- 7.7. The Contractor is responsible for ensuring that his activities do not result in any damage to the environment.

8. RISK ASSESSMENT

- 8.1. The Contractor will be expected to undertake general contract work assessments but more importantly specific assessments of contract work as required by statutory legislation, which may impact upon the works or services provided to the Company as part of the Contract.
- 8.2. The Contractor shall bring completed risk assessments to the attention of any party who may be affected by the identified hazards defining the preventative and protective measures to be implemented to reduce risk of injury or damage.

9. METHOD STATEMENTS

The Company requires from the Contractor the preparation and subsequent provision of a detailed method statement for certain contract activities prior to their commencement.

No deviation from the method statement will be allowed without prior written permission of a senior manager or other authorised Company employee.

A method statement should contain but not be limited to the information listed below:

WHERE will the activities take place – Workplace address, exact location etc?

WHEN will the activities take place – dates and times?

WHAT is the extent of the activities emergency procedures, materials re-used, any special precautions etc.

HOW the activities will be completed, the materials are used, the work equipment is used, permit to work, personal protective equipment used, any special precautions etc.

WHO will supervise the works? Have they received the appropriate information, instruction and training?

IT MUST BE SIGNED AND DATED BY THE PERSON WHO PREPARED IT

The method statement MUST include any precautions identified in the risk assessment.

The Contractors, agents and servants must be in possession of a copy of the detailed method statement prior to commencement of the activities, fully understanding their responsibilities for successful and safe completion of the activities.

10. HOUSEKEEPING

- 10.1. Contractors are expected to carry out their work for and on behalf of the Company in a clean and orderly manner.
- 10.2. Materials should not be stacked or stored in work areas where they either impede access or egress on the safe working of other parties. On no account should any material be stacked or stored where it may become a source of fire risk.
- 10.3. All waste materials arising from the execution of the works will be cleared daily by Contractors to disposal points designated by the Company .

11. WASTE MATERIALS

- 11.1. Contractors will be responsible for their own waste on site and will not deposit waste in the works skips/bins without prior authority from the Works / Senior Manager or his deputy. Waste materials may need to be segregated at the workplace. The Contractor must ensure that he complies with such schemes.
- 11.2. Contractors will not remove any materials belonging to the Works without prior consent of the Company. Prior to removal of any material from the Works, agreement will be made with the Company to ensure appropriate status of the materials i.e. ownership, designated waste, etc.
- 11.3. Designated waste materials will only be transported by registered carriers of waste to licensed tip facilities. The Company expects the Contractor to maintain full records of all registered waste disposal activities relating to the Contract in accordance with the Waste Management Legislation.
- 11.4. No waste substances must be allowed to gain entry to any water system, waterway drainage system or watercourse without written permission from an appropriate enforcing authority.
- 11.5. In the event of any breach of Clause 11.4 the Works / Senior Manager must be informed immediately.
- 11.6. The Company will require records of disposal (Waste Transfer Notes) for all waste removed from site whether inert or otherwise.

12. WORK EQUIPMENT

- 12.1. All work equipment supplied or used by Contractors/Sub-Contractors for the duration of the Contract works will be in compliance with all prevailing statutes, British Standards or Code of Practice etc. Furthermore, it must be of good construction, of adequate strength, free from patent defect, fit for its intended purpose and safe to use in the workplace environment.
- 12.2. Operators and users of such work equipment must be able to demonstrate to the Company when requested that they are competent to operate or use specified work equipment by virtue of recognised training and instruction which has been successfully undertaken
- 12.3. Where appropriate operators and users of work equipment must be in possession of the manufacturers/suppliers information relating to the operation and maintenance of such work equipment.
- 12.4. The Contractor or Sub-Contractor will maintain records of test and examination for all work equipment. All such records will be maintained at the workplace for viewing purposes.
- 12.5. In certain restricted circumstances where it is felt appropriate, a Contractor may be allowed to borrow British Gypsum property for use within the contract but only with prior express authority of the Company.

13. PERSONAL PROTECTIVE EQUIPMENT

- 13.1. The Contractor will ensure that any item of personal protective equipment provided them that is required to carry out the contract work safely meets the appropriate statutory standards, is fit for its intended purpose and maintained to a satisfactory standard.
- 13.2. When necessary, the Contractor will provide such training, instruction information and supervision to the user to enable personal protective equipment to be used and stored in the correct manner therefore providing maximum protection.

NB By supplying personal protective equipment, this does not alleviate the Contractor's responsibility to provide a safe workplace and safe system of work.

14. WELFARE AND FIRST AID ARRANGEMENTS

- 14.1. It is the responsibility of the Contractor to ensure that adequate Welfare and First Aid arrangements are available for the duration of the Contract works in compliance with any prevailing statutory provision.
- 14.2. Welfare and First Aid facilities may be available at the works but such provision will be provided at the discretion of the Works / Senior Manager.

15. ACCIDENT REPORTING

- 15.1. Any accident arising from the Contractors or Sub-Contractors activities which results in injury, damage or near miss must immediately be reported by the Contractor giving full details to the British Gypsum Responsible Manager without delay.
- 15.2. Injuries, diseases and dangerous occurrences as defined within the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations must be notified in the appropriate manner to the Enforcing Authority (Health and Safety Executive).
- 15.3. The Company requires that all such notifications be brought to its attention immediately.

16. SAFETY INSPECTIONS AND WARNING NOTICES

- 16.1. The Company shall be entitled to carry out safety inspections at such times and in such a manner as it shall in its sole discretion deem necessary.
- 16.2. If, during a safety inspection by a Company representative, there is a need for the Contractor or Sub-Contractor to comply with any safety instruction, the Company expects immediate and appropriate action to be taken.
- 16.3. When a Contractor wishes to highlight a specific hazard, it should be brought to the attention of the Company's representative controlling the work activities who will instigate appropriate action and confirm in writing any actions required.

17. SAFETY BRIEFINGS

The Contractor will provide to employees, agents or servants safety briefings at such times as the Company deems necessary relating to known hazards at the workplace specifying appropriate preventive and protective measures for implementation to reduce the risk of injury or damage.

18. ENTRY TO THE WORKS (PREMISES)

- 18.1. There must be strict compliance with the Work's standing rules towards safety, security, access, egress and parking of vehicles where such rules apply.
- 18.2. Prior to commencement of the Contract works, the Contractor will be advised that a duly authorised representative of the Company will provide "local" induction. Arrangements will be in place to provide induction to all of the Contractor's employees, servants or agents on notification from the Contractor of individual names and time and date of intended arrival at the Works.
- 18.3. The Contractor hereby warrants that all safety and security arrangements have been brought to the attention of all its employees, servants or agents prior to commencement of the Contract.
- 18.4. The Contractor or Sub-Contractor will comply fully with any established registration scheme of attendance.

19. CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS

- 19.1. The Regulations apply to all design work regardless of the duration of work and the number of people involved.
- 19.2. These Regulations apply to work that involves the demolition of any structure regardless of the duration of the work and the number of persons working on site.
- 19.3. The HSE must be notified of any Construction work which **either** lasts in excess of 30 days **or** which will involve more than 500 person-days of work.
- 19.4. The Regulations apply to non-notifiable construction work where five or more people are on site at any one time.

20. FIRE PRECAUTIONS

- 20.1. All fires, no matter how small, also the discharge of any fire extinguisher, even if accidental, must be reported as soon as practicable to the Responsible Manager.
- 20.2. Contractors and Sub-Contractors will ensure that adequate numbers of the appropriate type of fire extinguisher are available and positioned to be effective in the event of fire in both accommodation or work activity areas.
- 20.3. Contractors and Sub-Contractors should ensure that they or their servants or agents are aware of any emergency procedures applicable to individual works and workplace locations.
- 20.4. Contractors and Sub-Contractors must provide instruction and training in fire prevention techniques to their employees, servants or agents where appropriate, which will include, but not be limited to, the use of fire fighting equipment.
- 20.5. The burning of any waste is strictly forbidden.
- 20.6. Contractors and Sub-Contractors will strictly observe individual workplace fire prevention rules and instructions.

20.7. Contractors and Sub-Contractors where practical will maintain strict compliance with the document "Fire prevention on construction sites" contained within the joint Code of Practice on protection from fire on construction sites and buildings undergoing renovation.

20.8. Storage and compound facilities will be of fire resistant construction and where practical be positioned a minimum of 2m from any structure.

21. IMPROVEMENT AND PROHIBITION NOTICES

21.1. In the event of an improvement or prohibition notice being served upon the Contractor, the Sub-Contractor or their employees, servants or agents by an enforcing authority, the Company must be notified immediately.

21.2. The Company will expect immediate compliance with such notices unless a formal appeal is to be made.

21.3. The Company will expect immediate notification that when complying with a notice all requests have been adequately met.

21.4. In the event that the terms of any notice are not complied with in full by the Contractor within such time as the Company deems to be reasonable, the Company reserves the right to carry out such works or take any such action as shall be necessary to comply with the terms of the said notice. All costs incurred by the Company in connection with ensuring compliance with any such notice shall be the responsibility of and paid by the Contractor.

22. SOURCES OF INFORMATION

Contractors should note that there are many sources of practical information which can assist them in compliance with their statutory responsibilities and reference should be made to the Health and Safety Executive, local authority, Trade Association, Safety Groups, or external specialist consultants.

Construction contractors may find the following provide excellent advice and support:

Health and Safety Executive

'Health and Safety in Construction' HS(G) 150: covers the essential tasks to achieve healthy and safe sites.

'Managing Construction for Health and Safety': Approved Code of Practice L54 for the construction Design and Management Regulations.

CITB (Bircham Newton, King's Lynn, Norfolk PE31 6RH).

'Site Safety Simplified'

H&S issues especially for smaller businesses.
ISBN 1 85781 004 6.

Construction Industry Publications Ltd

(Federation House, 2309/11 Coventry Road Sheldon, Birmingham, B26 3PL)

Construction Health and Safety

Reference manual for H&S in construction.

Construction Safety (Crompton Way, Crawley, West Sussex RH10 2QP)

Construction Safety Manuals